

CONTRACT OF EMPLOYMENT**BETWEEN THE UNDERSIGNED****Cell Tissue Progress**

incorporated as a *société anonyme* with capital of 250,000 francs currently being registered at the Paris Trade and Companies Register (RCS), having its registered office at 8, boulevard Berthier, 75017 Paris

represented by Mr. Philibert du Rourc, Chairman of the Board having full powers for this purpose

for the one part

And

Mrs. Leila SAREM

of 19, rue de Morvan, 54500 Vandoeuvre les Nancy, born May 20, 1958 at Algiers (Algeria), of French nationality

for the other part

THE FOLLOWING HAS BEEN AGREED**ARTICLE 1 - EMPLOYMENT**

Mrs. Leila SAREM states that she is free from any employment and is taken on by Cell Tissue Progress, subject to the recruitment medical examination.

The applicable Conditions of Employment will be determined within two months of the company being set up.

ARTICLE 2 - DURATION OF CONTRACT

The present contract is agreed for an indeterminate duration starting February 25, 2000, 9 AM.

ARTICLE 3 - RESPONSIBILITIES

Mrs. Leila SAREM is employed as Head of Quality Control of Products and Biology, and will have Executive status.

By their very nature, her responsibilities will tend to develop, firstly because of the need for the company to be flexible and because of its requirements, and secondly because of the abilities and the increasing competence of Mrs. Leila SAREM.

Mrs. Leila SAREM reports to General Management.

Mrs. Leila SAREM will act exclusively for Cell Tissue Progress or one of its subsidiaries.

ARTICLE 4 - PLACE OF WORK

Mrs. Leila SAREM will act initially at Vandoeuvre les Nancy, and then at the Research and Development Center that is to be established at Sophia Antipolis, during the summer of 2000.

In order to make it easier for Mrs. Leila SAREM to move, it is agreed that Mrs. Leila SAREM may benefit from reimbursement for two trips (including two hotel nights each) to the Sophia Antipolis region, and that her removal expenses (after prior approval of estimates) will also be reimbursed.

Depending on its business requirements, Cell Tissue Progress reserves the right to ask Mrs. Leila SAREM to undertake temporary trips. In which case, Mrs. Leila SAREM will be reimbursed for her professional expenses, in accordance with Article 7.

ARTICLE 5 - WORKING TIME

Mrs. Leila SAREM will work 39 hours per week, spread over business days. Nevertheless, given the specific nature of her functions, Mrs. Leila SAREM, in agreement with management, shall benefit from full freedom to match her working hours to requirements.

ARTICLE 6 - REMUNERATION

In return for her work, Mrs. Leila SAREM shall receive, for her first year of work, a fixed gross annual salary of three hundred thirty-six thousand (336,000) francs.

Mrs. Leila SAREM will receive an exceptional bonus for beginning of activity amounting to sixty-eight thousand two hundred twenty-five (68,225) francs, to be paid with her salary of February 2000.

She will also benefit from a year-end bonus of 10% gross salary, subject to achieving sales under the conditions of the budget as approved by the Board. For the year 2000, the bonus will be thirty-three thousand six hundred (33,600) francs.

Mrs. Leila SAREM's remuneration (fixed + variable) will be redefined periodically by the managing bodies of Cell Tissue Progress. For this purpose, Mrs. Leila SAREM shall have a formal meeting with her hierarchical superior at least a year.

ARTICLE 7 - PROFESSIONAL EXPENSES

Mrs. Leila SAREM's professional expenses will be reimbursed each month on presentation of documentary proof, and in compliance with an overall limit to be defined later by the management.

ARTICLE 8 - PROFESSIONAL DUTIES

It is expressly agreed with Mrs. Leila SAREM that:

- a) Throughout the performance of the present contract, she undertakes to devote her entire professional activity and care to Cell Tissue Progress and its subsidiaries. Consequently, she undertakes not to perform any professional activity either on her own account or for a third party.
- b) During the execution of the present contract, she expressly undertakes not to take any interest directly or indirectly in any manner, for any reason whatsoever, in any present or future business that could be in competition with Cell Tissue Progress.
- c) Throughout the execution of the contract, and after it has terminated, she undertakes to observe complete discretion over the methods and activities of Cell Tissue Progress and its clients, and also to avoid giving any information that might be prejudicial to the company.

Failure to comply with this clause is liable to be considered as constituting serious, or even gross, negligence.

ARTICLE 9 - PAID HOLIDAYS

Mrs. Leila SAREM will benefit from the welfare benefits in force by virtue of the laws, regulations, and agreements that apply to executives of the company.

Mrs. Leila SAREM will benefit from annual paid holidays allocated in compliance with the laws, regulations, and agreements that are in force.

The period of such holidays is to be determined by agreement between the management and Mrs. Leila SAREM, with account being taken for the requirements of the job.

ARTICLE 10 - CONDITIONS OF PERFORMANCE OF THE CONTRACT

Mrs. Leila SAREM undertakes to observe all the instructions and particular advice concerning her work that are given to her. She shall also transmit them to her subordinates and will be responsible for ensuring that they are properly applied.

Mrs. Leila SAREM shall be required to inform the business immediately of any change subsequent to her recruitment that might intervene concerning her civil status, her family situation, or her address.

ARTICLE 11 - NON-COMPETITION CLAUSE

In the event of the present contract terminating for any reasons whatsoever and regardless of which party initiated the break, Mrs. Leila SAREM undertakes not to take any interest whether directly or indirectly for any reason and in any way whatsoever (employee, non-employee, personal business, partner, company agent, etc.) in any present or future business that might compete directly with Cell Tissue Progress. It is expressly agreed that performance of the present clause is limited to a period of one year, starting from the date of departure of Mrs. Leila SAREM.

Cell Tissue Progress will have the option of releasing Mrs. Leila SAREM from the non-competition clause, providing it is informed in writing. In the event of the clause being applied, Mrs. Leila SAREM shall be entitled to an indemnity under the conditions set out by the applicable Conditions of Employment, and in the absence of specific matter therein, under the conditions set out by the nearest Conditions of Employment.

After leaving the company, Mrs. Leila SAREM undertakes to maintain strict confidentiality over all information she holds concerning the activities of the company.

In the event of Mrs. Leila SAREM contravening the dispositions of the present clause, she shall pay a lump sum indemnity to Cell Tissue Progress for each observed contravention, the lump sum amounting to the remuneration that she acquired during her last six months of remuneration, with this being independent of any right that Cell Tissue Progress might have to bring an end to the contravention by any legal method.

The present contract is drawn up in two originals.

Done in Paris on February 22, 2000

For Cell Tissue Progress
Mr. Philibert du ROURE

(signed)

Mrs. Leila SAREM

(signed)

ORDER

We,

President of the Paris Trade Court [Tribunal de commerce de Paris],

Having regard to Article L.237-6 of the Trade Code and Article 875 of the New Civil Procedure Code,

Having regard to the preceding petition and the documents in support, in particular the takeover proposal made by Mr. Conway that remains as an appendix to the present petition,
Having regard to the urgency,

- Observe that the shareholders, and also the liquidator and the auditor of the company CELL TISSUE PROGRESS were duly consulted on the proposal to take over part of the assets as presented by Mr. John Christopher Conway;
- Observe that a majority, both in number and in votes, of the shareholders of said company and the liquidator have approved the proposed takeover; that the auditor does not oppose it;
- Observe nevertheless that shareholder unanimity, as required by the petitioner in the capacity of shareholder and former director of the company CELL TISSUE PROGRESS, has not been achieved.

Consequently

- Authorize part of the assets of the company CELL TISSUE PROGRESS to be assigned under the terms of the proposal presented by Mr. John Christopher Conway to the shareholders, to the liquidator, and to the auditor of said company;
- Rule that in the event of difficulty, urgent application shall be made to us in this matter;
- Rule that the present decision is immediately enforceable, in spite of any action that might be taken by way of appeal.

Done in Paris on March 19, 2002

For the President
The Deputy President of the Chamber

(signed)

F. CAMBOURNAC

Stamp of the President of the Paris Trade Court

The Registrar

(signed)